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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA**

UNITED STATES OF AMERICA for the use of
NORTH STAR TERMINAL & STEVEDORE
COMPANY, d/b/a Northern Stevedoring &
Handling, and NORTH STAR TERMINAL &
STEVEDORE COMPANY, d/b/a Northern
Stevedoring & Handling, on its own behalf,

Plaintiffs,

and

UNITED STATES OF AMERICA for the use of
SHORESIDE PETROLEUM, INC., d/b/a Marathon
Fuel Services, and SHORESIDE PETROLEUM,
INC., d/b/a Marathon Fuel Services, on its own
behalf,

Intervening Plaintiffs,

and

METCO, INC.,

Intervening Plaintiff,

vs.

NUGGET CONSTRUCTION, INC.; SPENCER
ROCK PRODUCTS, INC.; UNITED STATES
FIDELITY AND GUARANTY COMPANY; and
ROBERT A. LAPORE,

Defendants.

Case No. A98-009 CIV (TMB)

**RESPONSE TO NUGGET AND
USF&G OBJECTIONS TO NORTH
STAR'S PROPOSED TRIAL
EXHIBITS**

Plaintiff, North Star Terminal & Stevedore Company ("North Star"), hereby files its
responses to the objections raised by Nugget Construction, Inc. ("Nugget") and United States

Fidelity and Guaranty Company (“USF&G”) to the trial exhibits proposed by North Star.

Exhibit No. 1

Nugget and USF&G object to this exhibit on the grounds of relevance. However, the exhibit is relevant to illustrate the relationship between Nugget and USF&G; particularly, Nugget’s obligation to indemnify USF&G, *see* Ex. 1 at 2. This obligation is not contained in the bond agreement for the Homer Spit project. This exhibit will also help the jury to understand USF&G’s limited role at trial. USF&G additionally objects to this exhibit on the grounds of authentication and foundation. Since the document was produced by USF&G through discovery, it is presumed to be authentic. Foundation can be established by an appropriate witness at trial.

Exhibit No. 12

Nugget’s sole objection to this exhibit is foundation. Nugget agent Randy Randolph was the individual coordinating operations with the barges in Seward. Randolph would have been the individual who received the email on behalf of Nugget. As a recipient of this email, Randolph personal knowledge can be used to lay a foundation for the email.

Exhibit No 25

Nugget claims that its objections to this exhibit are contained in its motion in limine, Docket No. 721. However, that motion in limine was limited to claims or settlements by other second tier vendors. This exhibit does not mention either a claim or settlement. Otherwise, North Star’s responses to Nugget’s objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 29

North Star’s responses to Nugget’s objections to this exhibit are contained in its

Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731) and its Opposition to Motion in Limine re: Funds Withheld from Spencer (Document No. 730).

Exhibit No. 33

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 36

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 38

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Letter from Corps of Engineers Administrative Contracting Officer Thomas A. Johnson, P.E. and Related Testimony (Document No. 733).

Exhibit No. 41

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 47

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 50

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 51

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 52

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 56

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731). Additionally, USF&G objects to this exhibit on the grounds of authentication, relevance and foundation. North Star's response regarding the relevance is also contained in its opposition to Nugget's motion. With regard to authentication and foundation, those can be resolved at trial, as Ron Niebrugge, the author of the letter, is on the plaintiff's witness list as are other witnesses familiar with this business document.

Exhibit No. 57

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier

Vendors (Document No. 731). Additionally, USF&G objects to this exhibit on the grounds of authentication, relevance and foundation. North Star's response regarding the relevance is also contained in its opposition to Nugget's motion. With regard to authentication and foundation, those can be resolved at trial, as Ron Niebrugge, the author of the letter, is on the plaintiff's witness list as are other witnesses familiar with this business document.

Exhibit No. 58

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731). Additionally, USF&G objects to this exhibit on the grounds of authentication, relevance and foundation. North Star's response regarding the relevance is also contained in its opposition to Nugget's motion. With regard to authentication and foundation, those can be resolved at trial, as John Dennis Stacey, the author of the letter, is on the plaintiff's witness list or others who are familiar with it.

Exhibit No. 63

North Star's responses to Nugget's objections to this exhibit will be contained in its response to Nugget's Motion in Limine Respecting Punitive Damages Claims.

Exhibit No. 64

North Star does not have any response, as Nugget has made no objection, reserving its right to do so at a later time.

Exhibit No. 65

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 66

The document is relevant to authenticate Serial Letter 611-20, dated August 6, 1997, sent from Nugget to the Army Corps of Engineers. Additionally, it is relevant to explain why in this instance the Corps was withholding payment from Nugget.

Exhibit No. 67

North Star's responses to Nugget's objections to this exhibit are contained in its Opposition to Motion in Limine Respecting Claims by and/or Settlement with Second Tier Vendors (Document No. 731).

Exhibit No. 68

Nugget objects to this exhibit on the grounds of relevance. The exhibit is patently relevant on several grounds. One, it is relevant to show that the Army Corps of Engineers received conflicting information regarding Nugget's asserted grounds for withholding funds from Spencer Rock Products and was going to withhold further progress payments until it received a satisfactory explanation. Second, it is relevant to illustrate Spencer's own disagreement with Nugget regarding the operation of the Support Agreement. Finally, it is consistent with North Star's Opposition to Motion in Limine Re: Funds Withheld from Spencer (Document No. 731).

DATED: July 16, 2007

s/ David W. Pease
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CERTIFICATE OF SERVICE

I certify that on the 16th day of July, 2007,
a copy of the foregoing PLAINTIFF'S
OBJECTIONS TO DEFENDANT NUGGET
CONSTRUCTION, INC.'S PROPOSED
TRIAL EXHIBITS was served
electronically to:

Steven S. Shamburek, Esq.
Tom Krider, Esq.
Herbert A. Viergutz

s/ David W. Pease